

C. DUKES SCOTT
EXECUTIVE DIRECTOR

1441 Main Street, Suite 300
Columbia, SC 29201



DAN F. ARNETT
CHIEF OF STAFF

Main Line: (803) 737-0800
Legal Department: (803) 737-0877

FLORENCE P. BELSER
GENERAL COUNSEL

April 2, 2007

shudson@regstaff.sc.gov

VIA EFILING AND HAND DELIVERY

Charles L.A. Terreni, Esquire
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210

Re: Application of On the Go Deliveries, Incorporated for a Class E (Household Goods)
Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle
Carrier
Docket No. 2006-395-T

Dear Mr. Terreni:

Enclosed please find the original and one copy of the Settlement Agreement in the above referenced docket.

Please note that the attached documents are exact duplicates, with the exception of the form of the signature, of the e-filed copy submitted to the Commission in accordance with its electronic filing instructions.

By copy of this letter we are also serving all other parties of record. Please let me know if you have any questions.

Sincerely,

Shannon Bowyer Hudson
Shannon Bowyer Hudson

SBH/pjm
Enclosure

cc: John J. Pringle, Jr., Esquire

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2006-395-T

April 2, 2007

IN RE:

Application of On the Go Deliveries)
Incorporated For a Class E (HHG))
Certificate of Public Convenience)
And Necessity For Operation of)
A Motor Vehicle Carrier)
)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made by and among the Office of Regulatory Staff (“ORS”) and On the Go Deliveries, Incorporated (“On the Go Deliveries” or “the Company”) (collectively referred to as the “Parties” or sometimes individually as “Party”);

WHEREAS, on December 14, 2006, On the Go Deliveries filed its Application requesting a Class E Certificate of Public Convenience and Necessity to transport household goods commodities as defined in 26 Code Regs. 103-210(1) between points and places in Charleston, Berkeley, and Dorchester Counties in accordance with the provisions of S.C. Code Ann. § 58-23-10, *et seq.*;

WHEREAS, on December 20, 2006, the Public Service Commission of South Carolina (“Commission”) issued a transmittal letter requiring On the Go Deliveries to publish a Notice of Filing, one day, in newspapers of general circulation in the desired service area no later than January 2, 2007, and to provide an Original Publisher’s Affidavit to the Commission no later than January 16, 2007;

WHEREAS, on December 29, 2006, On the Go Deliveries filed an Original Publisher’s Affidavit with the Commission demonstrating the Notice of Filing was published on December

23, 2006, in *The Post and Courier*, a daily newspaper of general circulation published in Charleston, South Carolina;

WHEREAS, January 22, 2007 was established by the Commission as the return date for those wishing to intervene in this matter.

WHEREAS, no request to intervene was submitted to the Commission.

WHEREAS, on January 22, 2007, the Commission issued a Notice of Hearing in the above captioned matter scheduled to be heard before the Commission on April 26, 2007;

WHEREAS, on March 28, 2007, the South Carolina State Transport Police filed with the Commission a Safety Compliance Review of On the Go Deliveries;

WHEREAS, the purpose of this proceeding is to review the Application filed by On the Go Deliveries and its request for a Class E Certificate of Public Convenience and Necessity;

WHEREAS, in Docket No. 1999-376-T by Orders No. 1999-654 dated September 15, 1999 and 2000-024 dated January 5, 2000, the Commission approved a waiver of that portion of Commission Rule 103-133 which requires that the public convenience and necessity criterion must be shown by the use of shipper witnesses for those applicants seeking authority in three contiguous counties or less;

WHEREAS, ORS conducted a facility visit and inspected the vehicles intended to be used to transport household goods prior to issuing the certificate;

WHEREAS, as a result of its review, ORS has determined that On the Go Deliveries: a) intends to operate as a Motor Vehicle Carrier of Household Goods between points and places in Charleston, Berkeley, and Dorchester Counties; b) owns sufficient vehicles to provide the services applied for; c) agrees to provide services that meet service standards required by the Commission; d) received a satisfactory safety rating from the South Carolina State Transport Police; e) certifies that it currently has no outstanding judgments against it; and, f) certifies that it is familiar with all statutes and regulations, including safety operations in South Carolina;

WHEREAS, in the event that the Commission grants the Application of On the Go Deliveries, the Company will file with ORS the proper insurance, safety rating, and any other information required of it under South Carolina law;

WHEREAS, to ensure compliance with the Commission's statutes and regulations, the Parties have agreed to the following comprehensive settlement of all issues in this docket;

WHEREFORE, in the spirit of compromise, the Parties hereby stipulate and agree to the following terms and conditions;

- 1) On the Go Deliveries certifies that the information contained in its Application is true and correct;
- 2) The Parties agree to stipulate into the record before the Commission this Settlement Agreement. ORS also agrees not to cross-examine the witness(es) offered by On the Go Deliveries on matters known at the signing of this Settlement Agreement;
- 3) On the Go Deliveries has obtained a safety rating of "satisfactory" from the South Carolina State Transport Police as required by 26 S.C. Code Ann. 103-133(a) (Supp. 2005);
- 4) On the Go Deliveries has no outstanding judgments pending against it;
- 5) On the Go Deliveries is familiar with all statutes, regulations, including safety operations in South Carolina governing for-hire motor carrier services, and agrees to operate in compliance with these statutes and regulations;
- 6) On the Go Deliveries owns necessary equipment to transport household goods commodities, as defined in 26 S.C. Code Ann. Reg. 103-210(1) (Supp. 2005), between points and places in Charleston, Berkeley, and Dorchester Counties;
- 7) On the Go Deliveries has obtained property and liability insurance that meets the minimum requirements set by the Commission under 26 S.C. Code Ann. Reg. 103-172 (Supp. 2005) and will file the appropriate Form E and Form H if the Commission grants the requested certificate;

8) On the Go Deliveries has submitted a certificate of insurance for cargo which meets the minimum requirements set by the Commission under 26 S.C. Code Ann. Reg. 103-173 (Supp. 2005);

9) On the Go Deliveries will join the South Carolina Tariff Bureau, Inc. (“Tariff Bureau”) and agrees to abide by all the terms and conditions contained in the Tariff Bureau’s tariff, which is on file with and approved by the Commission;

10) The Parties further agree that, subject to the continued satisfaction of Paragraphs 6, 7, 8, and 9, the Company is fit, willing and able to appropriately transport household goods commodities between points and places in Charleston, Berkeley, and Dorchester Counties. Accordingly, the Parties agree that the Company should be granted a Certificate of Public Convenience and Necessity to transport household goods commodities, as defined in 26 Code Regs. 103-210(1), between points and places in Charleston, Berkeley, and Dorchester Counties in accordance with the provisions of S.C. Code Ann. § 58-23-10 *et seq.*;

11) The Company agrees to file necessary financial information with the Commission and ORS for annual reporting and/or gross receipts reporting;

12) ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (added by Act 175). S.C. Code § 58-4-10(B)(1) through (3) which reads in part as follows:

... ‘public interest’ means a balancing of the following:

- (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
- (2) economic development and job attraction and retention in South Carolina; and
- (3) preservation of the financial integrity of the State’s public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services.

ORS believes the Settlement Agreement reached among the Parties serves the public interest as defined above;

13) The Parties agree to advocate that the Commission accept and approve this Settlement Agreement in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and to take no action inconsistent with its adoption by the Commission. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Settlement Agreement and the terms and conditions contained herein.

14) The Parties agree that signing this Settlement Agreement will not constrain, inhibit, impair, or prejudice their arguments or positions held in other collateral proceedings, nor will it constitute a precedent or evidence of acceptable practice in future proceedings. If the Commission declines to approve the Settlement Agreement in its entirety, then any Party desiring to do so may withdraw from the Settlement Agreement without penalty or obligation.

15) This Settlement Agreement shall be interpreted according to South Carolina law.

16) The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Settlement Agreement by affixing its signature or by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement. The Parties agree that in the event any Party should fail to indicate its consent to this Settlement Agreement and the terms contained herein, then this Settlement Agreement shall be null and void and will not be binding on any Party.

WE AGREE:

Representing the South Carolina Office of Regulatory Staff



Shannon Bowyer Hudson, Esquire

Office of Regulatory Staff

Post Office Box 11263

1441 Main Street (Suite 300)

Columbia, SC 29211

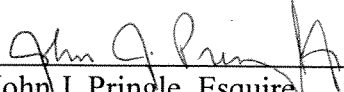
Phone: (803) 737-0889

Fax: (803) 737-0895

E-mail: shudson@regstaff.sc.gov

WE AGREE:

Representing On the Go Deliveries, Incorporated



John J. Pringle, Esquire

Ellis, Lawhorne & Sims, P.A.

Post Office Box 2285

Columbia, SC 29202

Phone: (803) 343-1270

Fax: (803) 779-4749

Email: jpringle@ellislawhorne.com


BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2006-395-T

IN RE:

Application of On the Go Deliveries,)	
Incorporated for a Class E (Household Goods)	CERTIFICATE OF
Certificate of Public Convenience and Necessity for)	SERVICE
the Operation of a Motor Vehicle Carrier)	

This is to certify that I, Pamela J. McMullan, an employee with the Office of Regulatory Staff, have this date served one (1) copy of the **SETTLEMENT AGREEMENT** in the above-referenced matter to the person(s) named below by causing said copy to be deposited in the United States Postal Service, first class postage prepaid and affixed thereto, and addressed as shown below:

John J. Pringle, Jr., Esquire
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, SC 29202



Pamela J. McMullan

April 2, 2007
Columbia, South Carolina